

RFP 2016-1
Answers to Vendor Questions

Question Number	RFP Section Reference	RFP Page Number	Question
1.	Table of Contents	iv	<p>Appendix A and Appendix B listed in the RFP's table of contents are not included with the RFP or on the purchasing website. Will you please provide those appendices?</p> <p><i>Appendices are now available on the purchasing website</i></p>
2.	F. Insurance Requirements	10	<p>The Insurance Coverage Amounts Required lists Builders Risk, Liquor Liability, and Garage Liability, which do not appear relevant to this contract. Please confirm these insurance coverages are not applicable to this contract.</p> <p><i>Insurance requirements were not properly edited from state purchasing boilerplate, revised and amended requirements will be posted as an amendment to the RFP</i></p>
3.	F. Insurance Requirements	10	<p>Some of the Commercial General Liability requirements listed in the Insurance Coverage Amounts Required appear not to relate to insurance agency contracts. Specifically, the Commercial General Liability requirements include Damage to Rented Premises, Contractual, XCU Liability, Independent Contractors, and Abuse & Molestation.</p> <p>None of the 9 contracts listed in the insurance category we pulled from the Nebraska Purchasing website required these coverage categories under the Commercial General Liability Requirements. Further, we are not aware of these being required for any other state group real estate errors and omissions program.</p> <p>Please confirm that these coverage categories are not applicable to this contract.</p> <p><i>Revised and amended requirements will be posted as an amendments to the RFP</i></p>
4.	F. Insurance Requirements	10	<p>The Insurance Coverage Amounts Required lists Umbrella/Excess Liability required amount of \$5 Million over Primary, which is significantly higher than the amount required in all but one of the 9 contracts listed in the insurance category we pulled from the Nebraska Purchasing website. Eight of those contracts required \$1 Million over Primary. The only contract that required \$5M for Umbrella/Excess over Primary Insurance involves record keeping and consulting services for retirement plans (not providing insurance).</p> <p>Please confirm that the required amount for Umbrella/Excess Liability should be \$1M for this contract, as appears consistent with other Nebraska contracts relating to providing insurance.</p> <p><i>Revised and amended requirements will be posted as an amendment to the RFP</i></p>

5.	F. Insurance Requirements	10	<p>The Insurance Coverage Amounts Required lists Cyber Liability required amount of \$10 Million, which appears to be inconsistent with similar Nebraska contracts. Of the 9 contracts listed in the insurance category pulled from the Nebraska Purchasing website, there is <u>no</u> Cyber Liability requirement in 8 of those contracts. The only contract listed in the insurance category that required Cyber Liability insurance involves record keeping and consulting services for retirement plans (not providing insurance). We also note that RFP Number 4724Z1 for Payment (Credit and Debit) Card Processing Services for the State of Nebraska did not require Cyber Liability.</p> <p>Further, we are not aware of any other states that require the state real estate errors and omissions program provider to carry Cyber Liability insurance.</p> <p>Please confirm there is no Cyber Liability requirement for this contract, as appears consistent with other Nebraska contracts relating to providing insurance.</p> <p><i>Revised and amended requirements will be posted as amendments to the RFP</i></p>
6.	F. Insurance Requirements	10	<p>In the event Cyber Liability insurance is required (see question 5., above), the \$10 Million amount appears excessive in light of the type of contract and limited amount of licensee information collected by the group provider.</p> <p>The licensee contact information provided to the group provider is readily available on the Nebraska Real Estate Commission site. There are also ways to limit or preclude collection of credit card information. For example, we use a third party, Authorize.Net, for all online payments, so we do not have access to any credit card information.</p> <p>\$10 Million limits for Cyber Liability insurance is not typical for this line of business. For example, the insurance program offered to members of PIA Kentucky (the Kentucky section of Professional Insurance Agents, a professional organization with members who are licensed and operate as an independent insurance agency) offers maximum limits of \$250,000 for its CyberSurance Endorsement to the Errors and Omissions Insurance Policy. If Cyber Liability insurance is required, please confirm or consider that the required amount is \$250,000 or less.</p> <p><i>Revised and amended requirements will be posted as an amendment to the RFP</i></p>
7.	F. Insurance Requirements	10	<p>The Insurance Coverage Amounts Required lists Subrogation Waiver which states “Worker’s Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska.” Does this apply if there are no employees located in the State of Nebraska?</p> <p><i>No, Revised and amended requirements will be posted as an amendment to the RFP</i></p>
8.	F. Insurance Requirements	10	<p>The Insurance Coverage Amounts Required lists Liability Waiver which states “Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory.” Does this provision apply to this contract?</p> <p><i>Revised and amended requirements will be posted as an amendment to the RFP</i></p>

9.	NA	NA	<p>Can you provide the number of licensees insured under the state program from 2011 thru 2016?</p> <p><i>We do not track historical data on number of licensees with the state plan, but current numbers as of April 6, 2016, are 4,234 Licensees</i></p>
10.	NA	NA	<p>If we need to follow-up to get clarification to response is that allowed and if so what will deadline?</p> <p><i>We will attempt to answer all questions with enough specificity that this won't be necessary</i></p>
11.	I. G	3	<p>We want to confirm only one copy is required. The RFP is unclear to what format is required, i.e. paper in binder, CD, thumb drive, etc. Please advise.</p> <p><i>Revised language has been inserted as an amendment to the RFP, one original and five copies, additional details in the amendment</i></p>
12.	III. F. 3	10	<p>The Workers Compensation states Statutory - State of Nebraska. We will not have any Nebraska payroll or locations. Our Workers Compensation does have Other States Coverage. Is that sufficient? Also, are there any items, (ie Builders Risk) that may not be applicable?</p> <p><i>Revised and amended requirements will be posted as an amendment to the RFP</i></p>
13.	III. S	14	<p>All insurance policies are worded and formatted differently. We want to be sure it is not considered a deviation if wording or formatting is different so as long meeting coverage intent of current policy.</p> <p><i>It will not be considered a deviation of wording or format is different, as long as the policy meets the coverage intent of the current policy and statutory and regulatory requirements as provided in the RFP</i></p>
14.	III. S	14	<p>Will it be considered a deviation if any coverage is broadened or higher limits are offered for any given coverage?</p> <p><i>No</i></p>
15.	IV.B.7	29	<p>Under the Excess Liability Option it states the excess liability is available to firms only. It is quite possible a sole proprietor with licensees underneath them or individuals may want to get excess coverage or need this coverage to meet franchise, vendor, asset management companies, etc. requirements. Will it be considered a deviation if excess liability is made available to all who want or need it?</p> <p><i>No, as long as the basic statutorily required coverage is always available to all licensees as well</i></p>
16.	IV. C. 1	30	<p>Item one shows year 2011. We assume it should be for 2017. Please confirm.</p> <p><i>The RFP has been amended to read 2017</i></p>

17.	IV.C.2	30	<p>With regards to higher limits is it acceptable to have a two-tiered rating system such as one rate for no claims, limited commercial etc. and a higher one for an insured who may have claims, commercial exposure, etc?</p> <p><i>Yes, as long as the basic statutorily required coverage is always available to all licensees at the same price</i></p>
18.	V. 2. b	31	<p>How far back do we need to provide financial information? We do have audited statements from 2011 through 2014. Our 2015 audited statements are not scheduled to be released until 4/30/16. Is it OK to provide non-audited statements for 2015? If we do receive them earlier we will include with our response.</p> <p><i>Please provide the latest available audited financial statements for the last three years</i></p>
19.	V. 3. f	33	<p>The Technical Approach asks for schedule of pro-rata premiums. Should this be provided in the Cost Proposal as it is not allowed to show premiums in the main RFP Response?</p> <p><i>Yes, please provide the schedules in the cost proposal</i></p>
20.	V 3. G. viii	34	<p>This item asks for a clear indication of cost in the technical approach. It is our understanding cost information, including excess costs, is only to be included in the cost proposal Please advise how we are to handle item viii?</p> <p><i>The cited section deals with claim costs, and can be inserted in the technical section of the RFP, all items related to actual dollar amounts of premium costs should be placed in the separate cost proposal</i></p>